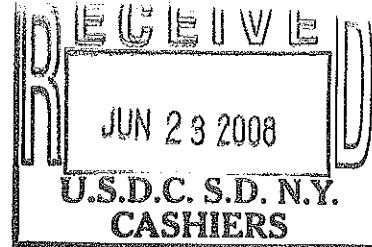


344-08/PJG/PLS  
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 (212) 425-1900  
 (212) 425-1901 fax  
 Peter J. Gutowski (PG 2200)  
 Pamela L. Schultz (PS 8675)



UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----x  
 MUR SHIPPING BV, AMSTERDAM,

Plaintiff,

JUDGE MARRERO

08 CV ( ), 5642

- against -

CHORUS SHIPPING CO., LTD.,

Defendant.

-----x  
**VERIFIED COMPLAINT**

Plaintiff MUR SHIPPING BV, AMSTERDAM ("MUR"), as and for its Verified Complaint against CHORUS SHIPPING CO., LTD. ("CHORUS") alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves claims for the breach of a maritime contract. The case also falls within the Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333. Federal jurisdiction also exists because the action arises under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards at 9 U.S.C. §201 *et seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

2. At all times relevant hereto, Plaintiff MUR was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at Atrium Building, Strawinskylaan, 3011, NL 10077 ZX, Amsterdam, The Netherlands.

3. At all times relevant hereto, Defendant CHORUS was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at Room 1906, 19<sup>th</sup> floor, Janggyon/Dong, Jung-KU, Seoul, Korea.

4. On or about February 27, 2008, Plaintiff MUR, as owner, and Defendant CHORUS, as charterer, entered into a maritime contract of charter party for the carriage of any lawful cargo from Shanghai, China to Luanda, Angola onboard the M/V SEA BREEZE. A true and correct copy of the charter party is attached as Exhibit A.

5. Plaintiff MUR duly tendered the vessel into service under the charter, the voyage is being performed.

6. Under the terms of the charter, Defendant CHORUS was afforded a certain period of laytime for the discharge of the cargo, after which demurrage at the rate of \$20,500 per day would be incurred.

7. The vessel arrived at the first discharge port of Luanda on May 20, 2008 at 1445 hours and tendered her Notice of Readiness, triggering the commencement of laytime at 0600 hours the following day May 21, 2008.

8. The allowed laytime expired at 0200 hours on May 30, 2008 and the vessel has been on demurrage since then.

9. The vessel is presently still discharging cargo at Luanda and not expected to complete that discharge until tomorrow.

10. Thereafter, the vessel will transit to the next discharge port of Soyo where the balance of the cargo will be discharged.

11. The most recent demurrage calculation, through June 25, 2008 yields a demurrage balance due of \$533,000. (See Exhibit B).

12. To the extent the vessel completes discharge tomorrow as expected, and transits to Soyo (where no delay in berthing is anticipated), an estimated four additional days of discharge will be required in order to complete the removal of the cargo.

13. Excluding from the above referenced calculation (i.e. the \$533,000 figure) the anticipated transit time from the first to the second discharge port, and calculating demurrage from the tender of the vessel's Notice of Readiness at Soyo (demurrage to count at Soyo on tendering) through the anticipated time for the completion of discharge, an additional period of demurrage in the sum of \$61,500 will be incurred before the completion of the voyage.

14. Based upon the foregoing, Plaintiff MUR calculates, as nearly as can be estimated, that total demurrage on the subject voyage will amount to \$594,500 - of which \$510,655 is presently due and owing for demurrage incurred through the date of filing (demurrage due under charter day-by-day) with an additional amount of demurrage to be incurred during the completion of discharge at the second discharge port of Soyo in the sum of \$83,845.

15. Notwithstanding CHORUS' obligation to pay demurrage under the terms of the charter party, none of the demurrage charges have been paid, and as outlined above, demurrage continues to accrue on a daily basis.

16. Plaintiff MUR has fulfilled all obligations required of it under the charter party.

17. The charter party provides that it is to be governed by English law and all disputes between the parties are to be resolved by arbitration in London, and the right to have the merits of the dispute determined in London arbitration is reserved.

18. Plaintiff MUR has commenced and/or soon will commence arbitration in London.

19. Under English law, including but not limited to Section 63 of the English Arbitration Act of 1996, costs including attorney fees, arbitrators' fees, disbursements and interest are recoverable.

20. Pursuant to the New York Convention and Supplemental Admiralty Rule B, MUR is entitled to security.

21. This action is brought to obtain security in favor of Plaintiff MUR in respect to its claims against Defendant CHORUS under the charter party.

22. This action is further brought to obtain security for any additional sums to cover Plaintiff's anticipated attorney fees and costs in arbitration proceedings and interest, all of which are recoverable under the law of the forum.

23. Plaintiff MUR estimates that its anticipated attorney fees and costs to arbitrate this matter will total USD \$175,000 and that interest at the rate of 8% for a period of 2.5 years (the estimated time of completion of arbitration) will total USD \$118,900.

24. Plaintiff MUR estimates, as nearly as can be computed, the total amount of its claim which is sought to be attached pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims by Plaintiff MUR against Defendant totals **USD \$888,400**.

25. Upon information and belief, and after investigation, the Defendant identified in this action cannot be "found" within this district for the purpose of Rule B of the Supplemental

Rules of Certain Admiralty and Maritime Claims, but Plaintiffs are informed that Defendant has, or will shortly have, assets within this District comprising of, *inter alia*, cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant (hereinafter, "ASSETS"), including but not limited to ASSETS in its name, or as may be held, received or transferred for its benefit, at, moving through, or being transferred and/or wired to or from banking institutions or such other garnishees who may be served with a copy of the Process of Attachment issued herein.

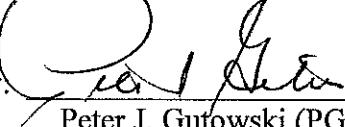
WHEREFORE, Plaintiff MUR prays:

- a. That process in due form of law according to the practice of this Court issue against Defendant citing it to appear and answer the foregoing;
- b. That since Defendant cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant up to and including the sum of **\$888,400** may be restrained and attached, including but not limited to any cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit, at, through, or within the possession, custody or control of such banking institutions and/or any such other garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein; and

- c. That an Order be entered directing Defendant to proceed to arbitration for the adjudication of the merits of the claim;
- d. That this Court retain jurisdiction over the matter for any further or supplemental proceedings as may be necessary in order to give effect to and enforce any arbitration award that may be rendered; and
- e. That Plaintiff have such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York  
June 23, 2007

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff

By: 

Peter J. Gutowski (PG 2200)  
Pamela L. Schultz (PS 8675)  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax

**ATTORNEY VERIFICATION**

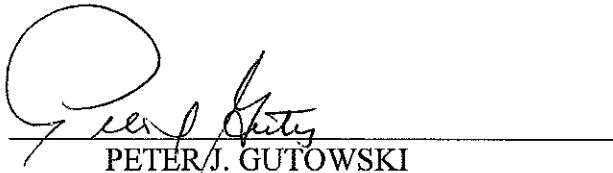
STATE OF NEW YORK )  
                         ) ss.:  
COUNTY OF NEW YORK )

PETER J. GUTOWSKI, being duly sworn, deposes and says as follows:

1. I am a partner with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.



PETER J. GUTOWSKI

Sworn to before me this  
23<sup>rd</sup> day of June, 2008.



\_\_\_\_\_  
Lisa M. Morales  
Notary Public

**Lisa M. Morales  
Notary Public, State of New York  
No. 01MO6162004  
Qualified in the Bronx  
Commission Expires Feb. 26, 2011**

1. Shipbroker UB SHIPPING CO.,LTD SEOUL, KOREA		RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in CODE NAME: "GENCON", Part 1)	
		2. Place and date <b>Seoul, Korea 27<sup>th</sup> Feb 2008-03-09</b>	
3. Owners/Place of business (Cl. 1) <b>MUR Shipping Bv Amsterdam</b>		4. Charterers/Place of business (Cl. 1) <b>CHORUS SHIPPING CO.,LTD SEOUL, KOREA</b>	
5. Vessel's name (Cl. 1) <b>MV.SEA BREEZE</b>		6. GRT/NRT (Cl. 1)  <b>SEE CL.20</b>	
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) <b>SEE CL.20</b>		8. Present position (Cl. 1)  <b>TRADING</b>	
9. Expected ready to load (abt.) (Cl. 1) <b>00.01HRS 14<sup>TH</sup> MAR 2008</b>			
10. Loading port or place (Cl. 1) <b>SHANGHAI, CHINA GSPSBAAAA</b>		11. Discharging port or place (Cl. 1)  <b>LUANDA, ANGOLA GSPSBAAAA</b>	
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo" (Cl. 1)  <b>SEE CL.34</b>			
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) <b>USD2.025 MILL L/SUM FIO L/S/D WITH FREE D/A BENDS</b>		14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)  <b>SEE CL.25</b>	
15. State if vessel's cargo handling gear shall not be used (Cl. 5) <b>NIL</b>		16. Laytime (if separate laytime for load. and disch. is agreed , fill in a) and b). If total laytime for load. And disch., fill in c) only) (Cl. 6)	
17. Shippers/Place of business (Cl. 6) <b>NIL</b>		(a) Laytime for loading	
18. Agents (loading) (Cl. 6) <b>TBN</b>		(b) Laytime for discharging	
19. Agents (discharging) (Cl. 6) <b>TBN</b>		(c) Total laytime for loading and discharging <b>ALL PPS 20 WWDAYS SHINC</b>	
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) <b>USD20,500 PDPR/FREE DESPATCH</b>		21. Cancelling date (Cl. 9)  <b>2400HRS 24<sup>TH</sup> MAR 2007</b>	
		22. General Average to be adjusted at (Cl. 12)	
23. Freight Tax (state if for Owners' account (Cl. 13 (c))		24 Brokerage commission and to whom payable (Cl. 15) <b>2.50ADD COMM TO CHTRS AND 1.25PCT EACH TO UB SHIPPING &amp; SUNLORD HKG</b>	
25. Law and Arbitration (state 19(a), 19(b) or 19(c) of Cl. 19; if 19(c) agreed also state Place of Arbitration) (if not filled in 19(a) shall apply) (Cl. 19)			
(a) State maximum amount for small claims/shortened arbitration (Cl. 19)		26. Additional clauses covering special provisions, if agreed <b>20-37</b>	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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**ADDENDUM NO.1**  
**MV SEA BREEZE/CHORUS**  
**CHARTER PARTY DATED 27TH FEB 2008**

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**AGREEMENT**

DATE : 7TH MAR 2008

THIS IS THE DAY MUTUALLY AGREED TO AMEND BETWEEN OWNERS  
AND CHARTERERS ON THE FOLLOWING TERMS AND CONDITIONS:-

1. Charterers have the option to change the loading/discharging port  
with following terms and conditions:-

-FRT USD2.25 MILLION BSS 2/2 WITH FREE D/A  
-PORT ROTATION TO BE YOKOHAMA/SHANGHAI AND THEN LUANDA/SOYO.  
-TIME TO COMMENCE COUNTING IMMEDIATELY ON VESSEL TENDERING  
NOR AT 2ND LOAD/DISPORT  
-L/can 12<sup>th</sup>/24th MARCH 2008 AS BSS 2/2 SCENARIO

END

The Owners

Charterers

=====

MUR Shipping Bv Amsterdam

=====

Chorus Shipping Co.,Ltd , seoul, korea

## **PART II**

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number 2 of metric tons of deadweight capacity all told on summer loadline stated in Box 3, 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the 4 Charterers in Box 4 that:	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204				
The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204
<b>2. Owners' Responsibility Clause</b>	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204														
The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204														
And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204														
<b>3. Deviation Clause</b>	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204														
The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179</																																							

**PART II**  
**"Gencon" Charter (As Revised 1922, 1976 and 1994)**

<b>14. Agency</b>	207	(5) The Vessel shall have liberty:-	314
In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.	208	(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;	315
	209	(b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risk insurance;	316
		(c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	317
		(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	318
		(e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;	319
		(f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	320
		(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.	321
<b>15. Brokerage</b>	210		322
A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.	211		323
	212		324
In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.	213		325
	214		326
	215		327
	216		328
<b>16. General Strike Clause</b>	217		329
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	218		330
	219		331
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<b>17. War Risks. See Cl 29 ("Voywar 1993")</b>	247		345
<b>(1) For the purpose of this Clause, the words:-</b>	248		346
(a) The "Owners" shall include the shipowners, bareboat charterers, dispense owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	249		347
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(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility, or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise however), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and / or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	252		350
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(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and / or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	263		361
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<b>18. General Ice Clause</b>	345		345
<b>Port of loading</b>	346		346
(a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	347		347
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<b>19. Law and Arbitration</b>	382		382
(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.	383		383
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## RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008

### Clause 20. DESCRIPTION

MV.SEA BREEZE

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Multipurpose, Monsun Type hull N 243, General cargo Vessel

Slovak Republic Flag

Built June 1983 Veb Warnowwerft Warnemunde Yard .

Tweendecker class Russian Maritime Register of Shipping, KM L3

+ Cargo ship deep sea Heavy Cargo Ic III RMS-V AUT-0S.

Dimensions:

LOA - 158.26 m

LBP 146.00 m

moulded breadth - 23.05 m,

depth to maindeck - 13.40 m

depth to tweendeck - 9.20 m

freeboard draft - 10.18m

Various:

DWT 17350 ts

Middle Draft 10.18 m on ssw

Hold capacity: Grane/Bale 25,809 / 23,686 cbm

GRT/NRT: 13,521 / 7,621

Suez GRT/NRT: 14,118.76 / 11,584.40

Panama GRT/NRT: 14,281.94 / 11,041.80

Container capacity:

90 TEUs in holds.

Deck strength:

forecastle 1.75 ts/sqm hold 2/4

maindeck 3.80 ts/sqm hold 1

tweendeck 2.80 ts/sqm tween 1

tweendeck 4.00 ts/sqm tween 2/4

tanktop 9.00 ts/sqm hold 1

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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tanktop 11.00 ts/sqm hold 2/4

Stackweight per	TEU stack	FEU stack
bridge deck N 1	20 ts	
bridge deck N 2	10 ts	
forecastle deck	40 ts	
N 1 hatchcovers	20 ts	30 ts
maindeck hold 1	40 ts	60 ts
maindeck 2/4	43 ts	65 ts
tweendeck	40 ts	60 ts
tanktop N 1	60 ts	90 ts
tanktop 2/4	100 ts	150 ts

**Gears:**

4 x 35 ts heavy cargo derricks rigged according to the double topping lift system with max. outreach over the ship's side 6 m.

1 derrick each serve only 1 one hatch.

1 x 90 ts heavy cargo derrick serve 2/3 hatches with max. outreach over the ship's side 7.20 m.

**Holds/hatches:**

4 holds/7 weather/tween hatches hydraulically operated folding type hatch covers

7 tweendeck hatches flush.

Hatch 1 forecastle 18.60 x 13.00 maindeck 18.60 x 10,40 tween 18.55 x 10.40

Hatch 2 starb/port 2 x 19.20 x 7.80 2 x 19.20 x 7.80

Hatch 3 starb/port 2 x 19.20 x 7.80 2 x 19.20 x 7,80

Hatch 4 starb/port 2 x 19.20 x 7.80 2 x 19.20 x 7.80

Hold dimensions n 4 n 3 n2 n 1

Upper tween length 24.60 Beam (mean) 20.00 Height 3.90

Tweendeck length 25.20 25.70 26.00 24.60

Beam (mean) 10.20/10.20 10.20/10.20 10.20/10.20 15.00

Height 4.20 4.20 4.20 4.20

Lower holds length 21.60 22.20 23.80 21.20

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

Beam (mean)	15.00	19.00	17.40	10.30
Heigth	7.62	7.62	7.62	4.50

Cargo hold ventilation.

Hold n 1 mechanical exaustion and natural supply.

Hold n 2/4 mechanical air supply and natural exaustion. Airchanges basis empty space. Tweendecks about 8 times/hour. Lower holds or above tanktop 5 times/hour.

Tweendecks 2/4 with lower holds shut off 14 times per hour.

Engines:

Main engine K7Z 70/120 E manufacture VEB Dieselmotorenwerk Rostock (main license) 6691 kw at 130 rpm actual now 5985 kw at 124 rpm.

Auxiliary machinery:

1 8 VD 26/20 AL-2 output 640 kw

1 8 VD 26/20 AL-2 output 640 kw

1 8 VD 26/20 AL-1 output 480 kw

1 4 VD 21/15 2 output 76 kw for emergency use only

CO2 fitted in cargo holds and engine room.

Bunker capacity 980 ts ifo 180 cst , 230 ts mgo.

(Normally useable at 90 pct of capacity to avoid overpressure, otherwise full use subject to Master's approval)

ALL DTLS ABT WOG

- Owners warrant that the ship is fully seaworthy, Fully insured, PNI club covered and fully classed highest Lloyds or equivalent with steel tanktop. ISM. SMC Code

### **Clause 21.- ARB/GA**

Arbitration/General Average in London, English law to apply / LMAA small claims procedure for claims and/or counter claims under \$50,000.

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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### **Clause 22.**

**Owners/master/agents to notify charterers/shippers by cable/fax/telex  
Of 5/3/2/1 day(s) notice of vessels ETA loading port, and to charterers/receivers by  
Cable/fax/telex of every two(2) day(s) notice of vessel's ETA discharging port.**

### **Clause 23. disputed - deleted**

### **Clause 24. deleted**

### **Clause 25. Freight payable**

Full freight less comm to be paid within 3 banking days after completion of loading prior  
s/r bills marked "freight prepaid."

Freight Payable always BBB. FDEADVAOCLNL

Owrs bank details

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CORRESPONDING BANK:

CHASE MANHATTAN BANK NEW YORK (SWIFT CHASUS33)

BENEFICIARY:

CHASE MANHATTAN BANK LONDON (SWIFT CHASGB2L)

IN FAVOUR OF:

FIRSTRAND BANK LIMITED, ACCOUNT NUMBER 22002810.

FOR FURTHER CREDIT OF: METALL UND ROHSTOFF SHIPPING HOLDINGS BV.

ACCOUNT NUMBER: 1801028001

### **Clause 26. BIMCO ISPS/MTSA CLAUSE FOR VOYAGE CHARTER PARTIES 2005**

(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

(b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

(ii) Loss, damages, expense (excluding consequential loss, damages, expense ) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.

(c) Provided that the delay is not caused by the owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter party, the Vessel shall be entitled to tender Notice of readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS/MTSA.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the vessel, the nationality of the Owners' managers.

(d) Notwithstanding anything to the contrary provided in this Charter party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port Facility or any relevant authority in accordance with the ISPS/MTSA including but not limited to, Security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for The Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, master or crew or the previous trading of the vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the ship

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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Security plan shall be for the Owners' account.

(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

### **Clause 27 – Deck Cargo + Stowage**

Any deck cargo is carried at charterers risk, expense and responsibility for loss or damage howsoever caused Bills of lading to be claued 'shipped on deck at Charterers', receivers risk, expense, responsibility without liability on the part of the vessel or her owners for loss, damage, expense or delay howsoever caused even if due to carriers negligence.

Stowage on deck/under deck is subject to vessel's stability, trim and permissible weights, and always to the master's satisfaction and approval, which shall not be unreasonably be withheld.

Charterers stowage plan to be minimum 10days prior approval loading port.

Master needs to approve same.

### **Clause 28 – Padeyes etc**

Charterers have the liberty, to weld padeyes onto vessel's weather deck and holds at their time and their expense, subject Master's approval which not to be withheld unreasonably.

The vessel to be redelivered in the same clean condition as on delivery, removed and disposal of dunnage and/or special lashing and/or pad eyes and/or weldings etc and/or other material(s) to be arranged and paid by charterers, and time to count as laytime.

### **Clause 29- War risks clause for the voyage chartering, 2004 (code name;VOYWAR2004)**

(a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported:

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Contract of Carriage, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterer shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

(f) The Vessel shall have liberty:-

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation

### **Clause 30 – Hamburg rules**

Neither the charterers nor their agents shall permit the issue of the any bill of lading, waybill or other document evidencing a contract of carriage (whether or not signed on behalf of the owners or

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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on the charterers' behalf or on behalf of any sub-charterers) incorporating, where not compulsory applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague/Visby Rules. The charterers shall indemnify the owners against any liability, loss or damage which may result from any breach of the foregoing provisions of this clause.

### **Clause 31 – Agency assistance**

Charterers' agent to attend vessel for routine Owners' matters. Owners to pay applicable tariff rate but no agency fee except for extraordinary matters including crew changes, dry-docking, General Average. In such case, Owners to pay Charterers' agent the applicable agency fee or to appoint own agents.

Charterers' agent to be used at both ends and the details to be given upon clean fixed.

### **Clause 32 – Tax clause**

Any taxes and/or dues on the cargo and/or freight and/or hire (other than those levied in the country of the Owners' domicile or the vessel's flag state) are to be for the Charterers' account including Angolian government CMCA charges.

### **Clause 33 – Bills of lading**

The Charterers have an option to surrender the original B/L to owners' nominated agents and the owners deliver the cargoes to the Consignee whom is nominated by the charterers without presentation of original B/L at discharging port, for which the charterers give the L.O.I to the owners.  
L.O.I to be in owners PNI club wording.

### **Clause 34 – permitted cargoes and excluded cargoes**

The Charterers have the right to carry any lawful cargo, including dangerous cargo in accordance with vessel's specification and class according to the regulations of the loading and discharging port. Dangerous cargo to be packed, labeled, loaded, stowed and discharged according to Imdg code or prevailing local regulations in force. Imdg class 7, except what is contained in medical-

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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seismic or similar equipment is always excepted.

Should special magazines, separations, fittings, sheeting, be required for transportation of dangerous and ordinary lawful cargo in excess of vessel's general fittings and equipment for carriage of dangerous cargo, to be arranged and paid for by the Charterers. Owners and crew to cooperate with time-charterers to find the most suitable solution to such eventual modifications – but always subject to the approval of the class – should the modification require approval from the class.

The following cargoes are excluded arms, ammunitions, detonators, turnings, shavings, sulphur, ammonium nitrate (except in bulker bags – IMO class 5.1 un number 1942 and fertilizer grade types. Subject loading stowage in accordance to imo regulations and in compliance with the vessel's d.o.c). all cargoes to be carried within imo regulations, including all the packaging and handling such as packed, labelled, handled, loaded, stowed, carried, discharged in accordance with international, local, imo regulations at Charterers risk and expense. Any extra special fittings material to be provided for and paid by Charterers. Any extra insurance, if any, to be for Charterers account.

However following cargoes always to remain excluded unuclear and/or radioactive wastes, Fuels, materials, goods, products, creosoted goods, naphta, ammunitions, explosives (except in containers and on deck only and subject loading stowage in accordance to IMO IMCO regulations and in compliance with the vessel's D.O.C), scrap, motorblocks, turnings, Shaving, bulk cement.

Intended cargoes consist of Mixed cargoes for Steel products/Structures/General cargoes incl Vehicles/Equipments and cement in ton bag upto vessels full capacity on/underdeck in charterers option.

Always within lawful and safe capabilities of vessel in master opinion.  
Packing list to be sent on fixing main terms.

Stowage under/on deck always to be to the Master's satisfaction.

Any cargoes beyond charterers last packing list on fixing (dd 22<sup>nd</sup> feb 2008), charterers to seek owners approval prior loading.

## **RIDER CLAUSE TO MV SEA BREEZE/CHORUS CHARTER PARTY DATED 27TH FEB 2008**

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### **Clause 35 – Port restrictions**

Charterers to guarantee prevailing port/berth restrictions both ends.

### **Clause 36 – OAP**

Overage premium charges, if any, to be for charterers account.

### **Clause 37 – N.O.R**

NOR to be tendered ATDNSHINC - 12 Hrs turntime bents UU.

For sake good order, NOR tendered bents WIPON/WIBON/WIFPON/WICCON.

The Owners

Charterers

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MUR Shipping Bv Amsterdam

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Chorus Shipping Co.,Ltd , seoul, korea

## TIME SHEET

<b>Vessel:</b>	Sea Breeze	<b>Loading port</b>	SHANGHAI
<b>Fixture No.:</b>	FBV12693	<b>Cargo quantity</b>	1.0000 Lumpsum
<b>Client:</b>	Chorus Shipping Co. Ltd	<b>Laytime No.</b>	L11280

<b>Statement of facts</b>	<b>Terms of charter party dated 27. Feb 2008</b>			
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Vessel arrived anchorage	Sat	29/03/08	7:25	Reversible laytime
Notice tendered	Sat	29/03/08	7:25	Working Time Saved
Vessel left anchorage	Sat	29/03/08	7:25	
Vessel berthed	Sat	29/03/08	8:20	Demurrage rate
Loading commenced	Sat	29/03/08	8:30	Despatch rate
Loading completed	Mon	14/04/08	3:40	Loading rate
<b>Laytime commenced</b>	<b>Sat</b>	<b>29/03/08</b>	<b>8:30</b>	Sundays and Holidays incl

Day	Date	From	To	Remarks	%	Time used	Total time
						HH:MM	DD HH:MM
Sat	29/03/08	8:30	8:30	Laytime Commenced	0.00	0:00	0 0:00
Sat	29/03/08	8:30	9:00	Opening hatches	0.00	0:00	0 0:00
Sat	29/03/08	9:00	12:00	Loading	100.00	3:00	0 3:00
Sat	29/03/08	12:00	13:00	Meal break	0.00	0:00	0 3:00
Sat	29/03/08	13:00	14:00		100.00	1:00	0 4:00
Sat	29/03/08	14:00	15:30	Crane Breakdown.	0.00	0:00	0 4:00
Sat	29/03/08	15:30	24:00		100.00	8:30	0 12:30
Sun	30/03/08	0:00	24:00		100.00	24:00	1 12:30
Mon	31/03/08	0:00	8:30		100.00	8:30	1 21:00
Mon	31/03/08	8:30	12:00	Rain.	0.00	0:00	1 21:00
Mon	31/03/08	12:00	24:00		100.00	12:00	2 9:00
Tue	01/04/08	0:00	24:00		100.00	24:00	3 9:00
Wed	02/04/08	0:00	20:30		100.00	20:30	4 5:30
Wed	02/04/08	20:30	21:30	Mcgregor problem.	0.00	0:00	4 5:30
Wed	02/04/08	21:30	24:00	Completed loading in Yokohama.	100.00	2:30	4 8:00
Thu	03/04/08	0:00	14:00	Completed loading in Yokohama.	100.00	14:00	4 22:00
Thu	03/04/08	14:00	24:00	Sailing to Shanghai	0.00	0:00	4 22:00
Fri	04/04/08	0:00	24:00		0.00	0:00	4 22:00
Sat	05/04/08	0:00	24:00		0.00	0:00	4 22:00
Sun	06/04/08	0:00	24:00		0.00	0:00	4 22:00
Mon	07/04/08	0:00	0:45		0.00	0:00	4 22:00
Mon	07/04/08	0:45	13:00	Notice time expires.	0.00	0:00	4 22:00
Mon	07/04/08	13:00	24:00		100.00	11:00	5 9:00
Tue	08/04/08	0:00	24:00		100.00	24:00	6 9:00
Wed	09/04/08	0:00	24:00		100.00	24:00	7 9:00
Thu	10/04/08	0:00	24:00		100.00	24:00	8 9:00
Fri	11/04/08	0:00	24:00		100.00	24:00	9 9:00
Sat	12/04/08	0:00	3:30	Pilot on board proceeding to berth	0.00	0:00	9 9:00
Sat	12/04/08	3:30	8:40		0.00	0:00	9 9:00
Sat	12/04/08	8:40	24:00		100.00	15:20	10 0:20
Sun	13/04/08	0:00	24:00		100.00	24:00	11 0:20
Mon	14/04/08	0:00	3:40		100.00	3:40	11 4:00
Total time allowed		(20.0000 Days)		20 day(s) 0 hour(s) 00 minute(s)			
Time used this port		(11.1667 Days)		11 day(s) 4 hour(s) 00 minute(s)			
Time saved		(8.8333 Days)		8 day(s) 20 hour(s) 00 minute(s)			

## TIME SHEET

Vessel:	Sea Breeze	Discharging port	LUANDA
Fixture No.:	FBV12693	Cargo quantity	1.0000 Lumpsum
Client:	Chorus Shipping Co. Ltd	Laytime No.	L11280

## Statement of facts Terms of charter party dated 27. Feb 2008

Vessel arrived anchorage	Tue	20/05/08	14:45	Reversible laytime		
Notice tendered	Tue	20/05/08	14:45	Working Time Saved		
Vessel left anchorage	Mon	02/06/08	0:00			
Vessel berthed	Mon	02/06/08	0:00	Demurrage rate	USD	20,500.00
Discharging commenced	Mon	02/06/08	6:00	Despatch rate	USD	0.00
Discharging completed	Wed	25/06/08	2:00	Discharging rate		0 Days
<b>Laytime commenced</b>	<b>Wed</b>	<b>21/05/08</b>	<b>6:00</b>	Sundays and Holidays incl		

Day	Date	From	To	Remarks	%	Time used		Total time	
						HH:MM	DD	HH:MM	
Wed	21/05/08	6:00	24:00		100.00	18:00	0	18:00	
Thu	22/05/08	0:00	24:00		100.00	24:00	1	18:00	
Fri	23/05/08	0:00	24:00		100.00	24:00	2	18:00	
Sat	24/05/08	0:00	24:00		100.00	24:00	3	18:00	
Sun	25/05/08	0:00	24:00		100.00	24:00	4	18:00	
Mon	26/05/08	0:00	24:00		100.00	24:00	5	18:00	
Tue	27/05/08	0:00	24:00		100.00	24:00	6	18:00	
Wed	28/05/08	0:00	24:00		100.00	24:00	7	18:00	
Thu	29/05/08	0:00	24:00		100.00	24:00	8	18:00	
Fri	30/05/08	0:00	2:00	Laytime expires	100.00	2:00	8	20:00	
Fri	30/05/08	2:00	24:00	On demurrage	100.00	22:00	9	18:00	
Sat	31/05/08	0:00	24:00		100.00	24:00	10	18:00	
Sun	01/06/08	0:00	24:00		100.00	24:00	11	18:00	
Mon	02/06/08	0:00	24:00		100.00	24:00	12	18:00	
Tue	03/06/08	0:00	24:00		100.00	24:00	13	18:00	
Wed	04/06/08	0:00	24:00		100.00	24:00	14	18:00	
Thu	05/06/08	0:00	24:00		100.00	24:00	15	18:00	
Fri	06/06/08	0:00	24:00		100.00	24:00	16	18:00	
Sat	07/06/08	0:00	24:00		100.00	24:00	17	18:00	
Sun	08/06/08	0:00	24:00		100.00	24:00	18	18:00	
Mon	09/06/08	0:00	24:00		100.00	24:00	19	18:00	
Tue	10/06/08	0:00	24:00		100.00	24:00	20	18:00	
Wed	11/06/08	0:00	24:00		100.00	24:00	21	18:00	
Thu	12/06/08	0:00	24:00		100.00	24:00	22	18:00	
Fri	13/06/08	0:00	24:00		100.00	24:00	23	18:00	
Sat	14/06/08	0:00	24:00		100.00	24:00	24	18:00	
Sun	15/06/08	0:00	24:00		100.00	24:00	25	18:00	
Mon	16/06/08	0:00	24:00		100.00	24:00	26	18:00	
Tue	17/06/08	0:00	24:00		100.00	24:00	27	18:00	
Wed	18/06/08	0:00	24:00		100.00	24:00	28	18:00	
Thu	19/06/08	0:00	24:00		100.00	24:00	29	18:00	
Fri	20/06/08	0:00	24:00		100.00	24:00	30	18:00	
Sat	21/06/08	0:00	24:00		100.00	24:00	31	18:00	
Sun	22/06/08	0:00	24:00		100.00	24:00	32	18:00	
Mon	23/06/08	0:00	24:00		100.00	24:00	33	18:00	
Tue	24/06/08	0:00	24:00		100.00	24:00	34	18:00	
Wed	25/06/08	0:00	2:00		100.00	2:00	34	20:00	

Time saved 1. port	(8.8333 Days)	8 day(s) 20 hour(s) 00 minute(s)
Time used this port	(34.8333 Days)	34 day(s) 20 hour(s) 00 minute(s)
Time lost	(26.0000 Days)	26 day(s) 0 hour(s) 00 minute(s)

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<b>Total Results</b>	
<b>Total time allowed</b>	20.0000 days
Time used SHANGHAI	11.1667 days
Time used LUANDA	34.8333 days
<b>Time Lost</b>	<b>-26.0000 day</b>
<b>Demurrage 26.0000 days at 20,500 per day. . . . .</b>	<b>USD 533,000.00</b>